

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-294

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

COMBINATION JET/VAC CLEANING MACHINE

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, December 3, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

EQUIPMENT SPECIFICATIONS
COMBINATION JET/VAC CLEANING MACHINE

1. INTENT

- 1.1 This Combination Cleaner will be mounted on a 2004, 6x4 cab and chassis provided by the City of Lincoln, to the successful bidders location, specifically designed to meet all requirements of the Combination Cleaner and the City of Lincoln including but not limited to Engine, Transmission, GAWR, GVWR, WB, CT, AF and Frame Design.
- 1.2 This bid will include providing, installing, testing, training and delivery of a complete Combination Cleaner, ready for operation as more clearly described in the technical specifications.
- 1.3 Complete unit must meet all Federal/State/Local and OSHA safety standards.

2. APPLICATION

- 2.1 This Combination Cleaner will be utilized by The City of Lincoln Public Works and Utilities Department primarily in the storm water system maintenance area to perform cleaning and removal of sand, stone, bottles, cans, leaves and other materials from catch basins, inlets and storm drain lines.
- 2.2 This machine shall be dual engine design, truck mounted to provide high-pressure jet rodding and vacuum system for removal of debris as described in section 2.1.

3. MODEL

- 3.1 Equipment being bid shall be new and of current model of proven performance under standard production by the manufacture. Equipment shall be furnished complete as regularly advertised and marketed, including all specified accessories, tools, manuals and special features. All standard equipment shall be provided even through such items may not be specifically mentioned in these specifications.
 - 3.1.1 The following example models are provided solely to indicate the size, type and class of equipment requested:
 - 3.1.1.1 Vactor 2100 Series
 - 3.1.1.2 Vac-Con "V" Series
- 3.2 Primary design considerations as follows:
 - 3.2.1 Dual engine, utilizing both the truck engine and auxiliary engine to power Jet/Vac.
 - 3.2.2 Centrifugal fan designed to create maximum CFM air movement.

4. RESPONSIBILITY OF BIDDERS

- 4.1 Responding bidders must supply the following information:
 - 4.1.1 All cab and chassis requirements and recommendations for the Combination Cleaner being provided.
 - 4.1.2 Engineering quality 1/16" scale drawings of a completely operational, Combination Cleaner, as described in the base specifications, installed on a typical conventional cab 6x4 cab and chassis as indicated in Item 4.1.1.
 - 4.1.3 List of recent sales of similar design Combination Cleaners, to include the company name, address, contact, telephone number, delivery date and equipment model.

Company Name_____

5. BID AWARD CRITERIA

- 5.1 Conformance to the Equipment Specifications concerning the size, type and class of the Combination Cleaner offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 5.2 The Combination Cleaners ability to satisfactorily perform in its intended application, as determined through the Field Test and contact with current equipment users.
- 5.3 Bidders ability to provide product support (i.e. parts, service, training and technical assistance).
- 5.4 Previous experience with both the bidder and the product being offered.
- 5.5 Best overall value to The City of Lincoln
- 5.6 Delivery schedule.

6. FIELD TESTING

- 6.1 All responding bidders shall make available to The City of Lincoln a Combination Cleaner of the same model bid with similar equipment for evaluation of both machine performance and compatibility with the intended application.
- 6.2 A minimum of two (2) working days shall be required to effectively perform the desired evaluation.
- 6.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to the evaluation period.
- 6.4 The City of Lincoln will return the Combination Cleaner clean, and with the same amount of fuel, and in the same condition as when received.
- 6.5 The City of Lincoln will not be responsible for any rental or transportation costs associated with this evaluation process.

Meets Specs.

Yes No

7. DEBRIS BODY

- ___ ___ 7.1 Debris tank to be 10 yard capacity, cylindrical design.
- ___ ___ 7.2 3/16 inch corrosion and abrasion resistant steel construction.
- ___ ___ 7.3 Debris body dump mechanism to be hydraulic hoist design, with adequate capacity to elevate a full load of typical debris to a minimum 50 degree dump angle.
- ___ ___ 7.4 Body hoist to be equipped with safety body props.
- ___ ___ 7.5 Full opening, hydraulic powered, top hinged rear door with a replaceable door seal, safety door prop and debris deflector plate.
- ___ ___ 7.6 Hydraulic powered door lock system, with sufficient safety features to prevent accidental opening during hydraulic power loss.
- ___ ___ 7.7 All hinges and pivot points to be grease able design.
- ___ ___ 7.8 Dumping and door controls shall be located curbside forward of debris body.
- ___ ___ 7.9 Debris tank to have a internal permanent mounted high pressure flushing system
- ___ ___ 7.10 Tank will have a visual debris level indicator and load limit alarm to reduce the risk of over fill.

Company Name _____

Meets Specs.

Yes No

- ____ 7.11 Minimum 6 inch screen protected butterfly-gate valve with 10 feet of lay flat hose and storage device, placed on rear of unit, for water decanting.
- ____ 7.12 Steel rear splash shield on rear flange of debris body
- ____ 7.13 10 inch stainless steel ball float, cage and screen will be located in outlet to vacuum source to stop airflow to body when full, or automatic vacuum breaker shut off.

8. WATER TANKS

- ____ 8.1 Minimum 1,000 gallon total capacity water tanks.
- ____ 8.2 Construction to be non-corrosive metal or ultraviolet stabilized stress reinforced polyethylene.
- ____ 8.3 Tanks will be interconnected with 6" and 4" connections minimum to provide uniform filling and easy removal for repair or replacement.
- ____ 8.4 Single source, curb side filling with anti-siphon device and 3" Y-type stainless steel serviceable strainer.
- ____ 8.5 Minimum 25' of fill hose with National Hose Thread fittings, storage device and hydrant wrench.
- ____ 8.6 Water tank level sight gauge.
- ____ 8.7 Low water alarm with indicator light.
- ____ 8.8 A 2-1/2" quick opening drain to be provided.

9. WATER PUMP

- ____ 9.1 Minimum 80 g.p.m. @ 2,000 psi continuous delivery capability.
- ____ 9.2 Water pump to be hydraulically driven.
- ____ (or)
- ____ 9.2 Water pump to be auxiliary engine driven.
- ____ 9.3 Water pump will operate independent of vacuum system.
- ____ 9.4 Water pump to be protected by a adjustable high pressure relief valve.
- ____ 9.5 Cold weather pump drain and clean-out valves to be provided.
- ____ 9.6 Water pump on/off and variable flow control valve to be at hose reel operators station.
- ____ 9.7 Minimum 10 g.p.m. cold weather recirculating system.
- ____ 9.8 Pump to be capable of both jack hammer and smooth flow operation.

10. HOSE REEL AND ASSOCIATED EQUIPMENT

- ____ 10.1 Front mounted hose reel.
- ____ 10.2 Reel design and configuration as follows:
- ____ 10.2.1 600' of 1" hose, minimum reel capacity.
- ____ 10.2.2 Equipped with 500' of 1" hose (minimum 2,500 psi operating & 6,000 psi burst pressure rating).

Company Name_____

Meets Spec

Yes No

- ___ ___ 10.2.3 Hydraulically powered in both directions by means of a double chain and sprocket or direct gear drive with manual backup apparatus.
- ___ ___ 10.2.4 Forward and reverse rotational speed control.
- ___ ___ 10.2.5 Power articulating reel design, capable of 180 degree of travel.
(or)
- ___ ___ 10.2.5 Power telescoping and manual rotation reel design, capable of 180 degree of travel.
- ___ ___ 10.2.6 Automatic level wind device and hose guard.
- ___ ___ 10.2.7 Hose footage counter.
- ___ ___ 10.2.8 All controls to be conveniently located at hose reel operators station, easily accessible in all reel positions.
- ___ ___ 10.3 Water system to be designed with a self contained air purge system, utilizing chassis air compressor to remove residual water from all hoses and piping.

11. HANDGUN WATER SYSTEM

- ___ ___ 11.1 Minimum 20 G.P.M. @ 600 psi hand gun type wash down system.
- ___ ___ 11.2 A 50' x ½" retractable hose reel, mounted curb side midship.
- ___ ___ 11.3 50" of ½" heavy duty wash down hose, with adjustable pattern hand gun and quick disconnect.
- ___ ___ 11.4 Adjustable pressure relief valve and glycerin filled 1,000 psi water pressure gauge.

12. VACUUM SYSTEM

- ___ ___ 12.1 Highest output multi-stage centrifugal compressor provided by manufacture.
- ___ ___ 12.2 Compressor to be hydraulically driven.
(or)
- ___ ___ 12.2 Compressor to be auxiliary engine driven.
- ___ ___ 12.3 Tests must be performed at the manufacture's maximum recommended speeds for continuous operation with no evidence of fan cavitation by or through overheating of fan housing. Water column measurements are to be recorded at the site of manufacture and notarized copies of these measurements are to accompany your bid.
- ___ ___ 12.4 Please state performance rating as described in section 12.3.
- ___ ___ 12.4.1 _____" of negative water pressure at _____ CFM air movement.
- ___ ___ 12.5 Compressor fan flush out system.
- ___ ___ 12.6 Vacuum system will operate independent of water pump.

Company Name _____

Meets Spec

Yes No

- | | | | |
|-----|-----|------|--|
| ___ | ___ | 12.7 | Compressor engagement and controls will be at hose reel operators station. |
| ___ | ___ | 12.8 | Centrifugal type separator with clean out port. |
| ___ | ___ | 12.9 | Operator controlled vacuum breaker to allow development of maximum tank only vacuum. |

13. AUXILIARY ENGINE

- | | | | |
|-----|-----|--------|---|
| ___ | ___ | 13.1 | Diesel powered, turbo charged, liquid cooled, heavy-duty industrial design. |
| ___ | ___ | 13.2 | Six cylinder, four cycle isolation mounted. |
| ___ | ___ | 13.3 | Minimum 165 horse power. |
| ___ | ___ | 13.4 | Safety shutdown system for low engine oil pressure and high engine temperature. |
| ___ | ___ | 13.5 | Engine shielding, with exhaust silencer.(vertical exhaust pipe) |
| ___ | ___ | 13.6 | Control panel gauge package to include the following: |
| ___ | ___ | 13.6.1 | Key locking starter switch. |
| ___ | ___ | 13.6.2 | Tachometer. |
| ___ | ___ | 13.6.3 | Coolant temperature gauge. |
| ___ | ___ | 13.6.4 | Oil pressure gauge. |
| ___ | ___ | 13.6.5 | Voltmeter. |
| ___ | ___ | 13.6.6 | Hour meter. |
| ___ | ___ | 13.7 | Remote engine service drain. |

14. VACUUM SYSTEM (BOOM AND HOSE)

- | | | | |
|-----|-----|---------|---|
| ___ | ___ | 14.1 | Front (forward) mounted true telescoping boom assembly. |
| ___ | ___ | 14.2 | Boom shall provide a minimum of 275" reach off the center line of the unit and approximately 470 square feet of work area. |
| ___ | ___ | 14.3 | 8" inner diameter boom and hose hydraulically powered up/down, left/right, extend/retract. |
| ___ | ___ | 14.4 | Boom functions to be controlled through electric over hydraulic solenoid valves with adjustable flow (speed) controls and manual override system. |
| ___ | ___ | 14.5 | 8' telescoping extension feature. |
| ___ | ___ | 14.6 | Minimum 180 degree boom rotation. |
| ___ | ___ | 14.7 | Minimum 500 lb. lift capacity with grate lifting hook installed on boom. |
| ___ | ___ | 14.8 | Boom to be front stow design with cab protector device. |
| ___ | ___ | 14.9 | Joy stick control at operators station to control boom up/down, left/right. |
| ___ | ___ | 14.10 | Boom pendent with 25' of lead to control the following functions: |
| ___ | ___ | 14.10.1 | Boom up/down. |
| ___ | ___ | 14.10.2 | Boom rotate right/left. |
| ___ | ___ | 14.10.3 | Boom extend/retract. |
| ___ | ___ | 14.10.4 | Vacuum breaker. |

Meets Specs.

Yes No**15. OPERATOR CONTROL STATION**

- ____ 15.1 The following instruments, gauges, meters and controls to be located at the front operators station.
- ____ 15.1.1 Glycerin filled water pressure gauge.
- ____ 15.1.2 Auxiliary engine start/stop and throttle gauge package.
- ____ 15.1.3 Water pump on/off and variable flow control.
- ____ 15.1.4 Blower on/off. (if applicable)
- ____ 15.1.5 Propulsion engine throttle control.(if applicable)
- ____ 15.1.6 Jackhammer function control.
- ____ 15.1.7 Emergency engine shut down.
- ____ 15.1.8 Vacuum breaker on/off.
- ____ 15.1.9 Boom joy stick control.
- ____ 15.1.10 Low water level indicator and alarm.
- ____ 15.1.11 Water load limit alarm.
- ____ 15.1.12 Reel speed control and direction.
- ____ 15.1.13 Reel position controls.
- ____ 15.1.14 Propulsion and auxiliary engine tachometer.

16. LIGHTING AND ELECTRICAL SYSTEM

- ____ 16.1 Entire system to meet NEMA 4 standards.
- ____ 16.2 All light to meet FMVSS 108.
- ____ 16.3 All clearance, side marker and rear identification markers required to meet 108 Standards to be Truck Lite LED type lights and Truck Lite 50 series harness.
- ____ 16.4 Factory chassis stop/tail/turn lights to be removed.
- ____ 16.5 Whelen Model DOT3-102D lighting system. (No Exception)
- ____ 16.5 Whelen DOT3-6HBG strobe head with branch guard, mounted at front center of body.
- ____ 16.6 Whelen DOT3-102D light assemblies, mounted on outside corners of rear body apron.
- ____ 16.7 Whelen ISP94 strobe light power supply mounted behind drivers seat.
- ____ 16.8 Independent front and rear light switches, capable of high/low/off.
- ____ 16.9 Heavy-duty corrosion resistant TPR jacketed cable set with "Deutsch" water proof connectors.
- ____ 16.10 Strobe lenses to be amber.
- ____ 16.11 Rear mounted arrow style traffic advisor as follows:
- ____ 16.11.1 Largest model procurable for mounting space available with consideration given to damage from tree limbs.
- ____ 16.11.2 Amber strobe lamps with left, right, split and flash operating modes.
- ____ 16.11.3 Cab mounted control head.
- ____ 16.11.4 Whelen brand is preferred.
- ____ 16.11.5 Please indicate make and model:_____
- ____ 16.5 Heavy-duty hand held halogen spotlight on a 50' retractable reel at operators station.
- ____ 16.6 Two front and two rear mounted flood lights.

Company Name_____

Meets Specs.

Yes No

- | | | | |
|-----|-----|------|--|
| ___ | ___ | 16.7 | Control panel light. |
| ___ | ___ | 16.8 | Wire splices shall be limited as much as possible with required splices being solder and heat shrink type connections. |

17. TUBES AND RACKS

- | | | | |
|-----|-----|------|---|
| ___ | ___ | 17.1 | One (1) curb side spring assist folding pipe rack. (three pipe storage) |
| ___ | ___ | 17.2 | One (1) street side spring assist folding pipe rack. (three pipe storage) |
| ___ | ___ | 17.3 | One (1) 8"x5' aluminum intake tube with tube handle. |
| ___ | ___ | 17.4 | Two (2) 8"x7.5' aluminum extension tube. |
| ___ | ___ | 17.5 | One (1) 8"x6.5' aluminum catch basin nozzle with serrated edge. |
| ___ | ___ | 17.6 | One (1) 8"x3' aluminum extension tube. |
| ___ | ___ | 17.7 | Five (5) 8" tube clamps. |
| ___ | ___ | 17.8 | One (1) 8" adjustable air gap. (underwater vacuuming) |

18. SEWER CLEANING ACCESSORIES

- | | | | |
|-----|-----|------|--------------------------------------|
| ___ | ___ | 18.1 | One (1) 20' leader hose. |
| ___ | ___ | 18.2 | One (1) flexible hose guide. |
| ___ | ___ | 18.3 | One (1) finned nozzle extension. |
| ___ | ___ | 18.4 | One (1) 15 degree sand nozzle. |
| ___ | ___ | 18.5 | One (1) 30 degree penetrator nozzle. |
| ___ | ___ | 18.6 | One (1) #10 storm nozzle. |
| ___ | ___ | 18.7 | One (1) off-set manhole roller. |

19. MISCELLANEOUS EQUIPMENT

- | | | | |
|-----|-----|--------|--|
| ___ | ___ | 19.1 | Rear tow hooks. |
| ___ | ___ | 19.2 | Aluminum construction full rear fenders with mud flaps. |
| ___ | ___ | 19.3 | Rear door reflective chevron striping (red in color). |
| ___ | ___ | 19.4 | Tool storage boxes to be supplied as follow: |
| ___ | ___ | 19.9.1 | Aluminum construction with mirror bright finish. |
| ___ | ___ | 19.9.2 | Weather resistant design with automotive bubble type door seal. |
| ___ | ___ | 19.9.3 | Stainless steel T-Handle latches with key locks. |
| ___ | ___ | 19.9.4 | 96"W x 16"D x 30"H behind cab mounted (approximate dimensions). |
| ___ | ___ | 19.9.5 | 36"W x 18"D x 18"H curb side mounted (approximate dimensions). |
| ___ | ___ | 19.9.6 | 36"W x 18"D x 18"H street side mounted (approximate dimensions). |

20. PAINTING

- | | | | |
|-----|-----|------|---|
| ___ | ___ | 20.1 | Finish coat to be white in color to match cab. |
| ___ | ___ | 20.2 | Pre-paint preparation to meet industry standards with product application satisfying requirements as described on the Product Data Sheet. |
| ___ | ___ | 20.3 | Final coat to be DuPont Imron polyurethane enamel with application to meet all requirements as described in the Product Data Sheet. |

Meets Specs.

Yes No**21. MANUALS (including auxiliary engine)**

- ____ 21.1 Two (2) service manuals.
- ____ 21.2 Two (2) parts manuals.
- ____ 21.3 Two (2) operators manuals.

22. WARRANTIES CERTIFICATIONS

- ____ 22.1 The manufactures standard warranty shall apply, with a minimum term required by the City of Lincoln of 12 months from date of acceptance.
- ____ 22.2 The following minimum component warranties as follows:
- ____ 22.2.1 Water tanks: 10 years non-prorated.
- ____ 22.2.2 Debris tank: 5 years non-prorated.
- ____ 22.2.3 Water pump: 5 years non-prorated.
- ____ 22.2.4 Compressor: 5 year non-prorated.
- ____ 22.3 Please include all warranty details and information with the bid proposal.
- ____ 22.4 During the warranty period, it shall be the responsibility of the seller to perform warranty repairs F.O.B. Lincoln, NE. or at the sellers discretion, to transport the equipment to the seller's repair facility for such repairs. transportation costs associated with such warranty repairs will be paid by the seller.

23. DELIVERY AND TRAINING

- ____ 23.1 The successful bidder shall be responsible for the delivery of the Combination Cleaning Machine complete and ready for operation to include all manuals and accessory equipment as specified to the Fleet Services Garage, 901 North 6th Street, Lincoln, NE. on a prearranged date and time.
- ____ 23.2 The successful bidder shall provide a minimum of 8 hours of operation and maintenance training at a date and time to be determined by The City of Lincoln.

24. OPTIONS (Please price each option separately)

- ____ 24.1 Hydro-excavation kit as follows;
- ____ 24.1.1 Retractable hose reel, 50' x 3/8" hose with handgun.
- ____ 24.2 450 G.P.M. pump off system as follows:
- ____ 24.3.1 Externally mounted 450 G.P.M. hydraulically driven trash pump.
- ____ 24.2.2 25' of discharge hose with storage device.
- ____ 24.3 Debris Tank / Water Tank interconnect system.
- ____ 24.4 Auxiliary engine driven street flushing system as follows:
- ____ 24.4.1 Minimum 600 g.p.m. @ 50 psi capacity centrifugal pump.
- ____ 24.4.2 Two (2) front corner mounted bronze adjustable duck bill nozzles.
- ____ 24.4.3 Diesel power unit with full cab mounted gauge and operation package.

Company Name_____

Meets Specs.

Yes No

- | | | |
|-----|--------|---|
| | 24.4.4 | Flushing system to be designed with a self contained air purge system, utilizing chassis air compressor to remove residual water from all hoses and piping. |
| | 24.4.5 | Complete details of Street Flushing System to accompany your bid. |
| ___ | 24.5 | Lubrication manifold kit to grease the following: |
| ___ | 24.5.1 | Rear door locks. |
| | 24.5.2 | Rear door hinges. |
| | 24.5.3 | Debris body hoist. |
| | 24.5.4 | Vacuum tube boom hinge and sleeve. |
| | 24.5.5 | Load level indicator. |
| ___ | 24.6 | 1 yard debris body in lieu of 10 yard as specified. |
| | 24.6.1 | Please state additional truck frame length required _____ “. |
| ___ | 24.7 | 1,500 gallon water tank(s) capacity in lieu of 1,000 gallon as specified. |
| | 24.7.1 | Please state additional truck frame length required _____ “. |

25. TRADE-ALLOWANCE

25.1 Terms and Conditions

- 25.1.1 Trade-ins are offered on a as-is, where-is basis; and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.
- 25.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the City premises.
- 25.1.3 Bids conditioned upon the acceptance by the City of any or all trade-in allowances will not be considered.
- 25.1.4 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to the trade-in allowances.

25.2 Equipment List

- 25.2.1 City of Lincoln Equipment # 31021- 1991 Ford LNT 8000
S/N 1FDZW82A5MVA20355
Vactor Model 2110 CB
S/N 91-03-4185

25.3 Equipment Inspection

- 25.3.1 Bidders shall contact Jim Chiles, Phone# 402-441-4941 to arrange inspection of equipment offered as trade.

Company Name_____

**COMBINATION JET/VAC CLEANING MACHINE
SPEC.03-294
CITY OF LINCOLN
Open 12:00 Noon, Wednesday, December 3, 2003**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Combination Jet/Vac Cleaning Machine	One (1)	\$ _____	\$ _____
	Mfg. _____			
	Model # _____			
2.	Options as Indicated in Section # 24			
24.1	Hydro-Excavation Kit		\$ _____	
24.2	Pump Off System		\$ _____	
24.3	Tank Interconnect System		\$ _____	
24.4	Street Flushing System		\$ _____	
24.5	Lubrication Manifold		\$ _____	
24.6	12 Yard Debris Body		\$ _____	
24.7	1,500 Gallon Water Tank		\$ _____	
3.	Trade in Allowance as Indicated in Section #25.			
25.2	Unit # 31021		- \$ _____	
4.	Purchase of additional units by The City of Lincoln under this contract award shall be held firm through ____/____/____.			
5.	Delivery Schedule ARO _____ days.			

Clarification:

- A.** Exceptions to any part of this bid document shall be clearly noted by Item # on your company letter head and signed by the appropriate authority.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-294**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.